

AEA #267

AEA #267 EA

7/1/2006 6/30/2007

Master Contract

between

**Area Education Agency 267
Education Association**

and



July 1, 2006 to June 30, 2007

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ARTICLE 1
USE OF FACILITIES

A. Use of Physical Facilities

The Association will have the right to make use of facilities under the jurisdiction of the AEA at all reasonable hours. The Association will pay for the reasonable cost of all materials and supplies incidental to such use. The Association and its members using said facilities and equipment will conform to the scheduling requirements in effect for each location of said facilities and designated equipment.

B. Communications

The Association will have the right to post notices of activities and matters of Association concern on employee bulletin boards located in buildings under jurisdiction of the AEA. The Association may use the AEA inter-school mail service and employee mailboxes for communications to employees.

C. Access to Members

Duly authorized representatives of the Association will be permitted to transact official Association Business at all reasonable times in facilities under the jurisdiction of the AEA, provided that these transactions in the exclusive determination of the AEA, do not interfere with or interrupt normal operations and normal work duties of employees.

ARTICLE 2 PAYROLL DEDUCTIONS

A. Authorization

Any employee who is a member of the bargaining unit may sign and deliver to the Agency a written assignment authorizing payroll deductions of Association dues and authorizing payroll deduction for annuities, Credit Union, United Way, life insurance, and insurance premiums for family coverage in conjunction with coverage provided the employee by the Agency under this Agreement. Such an assignment for deductions, in order to be effective for any month of the teaching year covered by this Agreement, must be so filed by the 10th day of the month.

B. Dues Deduction

Pursuant to said written agreement, the Agency shall deduct an equal amount of dues from the regular salary check of the employee so that the total amount of dues indicated in the assignment will be prorated over the remaining pay periods in the employee's individual contract following said assignment. For purposes of this article, "dues" does not include collection of initiation fees, special assignments, back dues, fines, or similar items. Such authorization for dues deduction shall continue until terminated by the employee as provided in said section 731.5 of the 1987 Code of Iowa. Any dues withholding modification that is authorized by the Association shall be provided to the Agency not more than once per year. The modification will be effective with the September payroll following notification. The Agency shall transmit to the Association the total monthly deduction for professional dues within five (5) calendar days after each monthly deduction.

C. Section 125

The agency will maintain an expanded IRS 125 pretax reimbursement program for health related and child care expenses.

D. Duration

The written assignment shall continue in effect for the year covered by this Agreement unless revoked by written notice filed with the Agency on a form provided by the Agency thirty (30) days prior to the deduction date to be effected by the revocation. A copy of the revocation shall be delivered to the Association within five (5) calendar days following the filing of said revocation. No such written assignment may be amended or changed to any extent after the initial filing and during the remainder of the year covered by this Agreement, with the exception of annuities, for which one amendment may be filed during the calendar year.

E. Indemnification

The Association agrees to indemnify and hold harmless the Agency, each individual Agency member, all administrators and their designees against any claims, costs, suits or other forms of liability and all court costs and attorneys fees arising out of the application of the provisions for dues deduction as same are set forth above in this Agreement. The Agency will not be indemnified by the Association under the provisions of this paragraph when deduction of dues is made in any manner other than that specifically set forth in this Agreement.

ARTICLE 3
WAGES AND SALARIES

A. Schedule

The Salary Index is attached hereto as Appendix B.

B. Placement on Salary Index

1. Implementation

Each employee shall be placed on his proper step of the Salary Index as of the effective date of this Agreement according to credit for experience established for each employee prior to the date of this Agreement and in accordance with paragraph 2 below. Any employee hired prior to the completion of the first semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Credit up to the tenth (10th) step of any salary level on the employee Salary Index shall be given for previous outside teaching experience and other appropriate experience as agreed to by the Agency's designee and the employee at the time the employee is initially hired.

Credit up to the twentieth (20th) step of any salary level on the employee Salary Index may be given for previous outside teaching experience and other appropriate experience as agreed to by the Agency's designee and the employee at the time the employee is initially hired.

3. Returning to the District

Any employee with previous experience in the field of education as an employee of AEA 2, 6 or 7 shall, upon returning to the system, receive full credit on the Salary Index for all outside experience in the field of education and other appropriate experience as agreed upon by the employee and the Agency's designee at the time of rehiring, in addition to full credit for the level attained on the Salary Index prior to leaving employment with the AEA. However, credit for experience outside of the AEA, either before initial employment, or during an absence from employment shall not exceed credit equal to twenty steps of any salary level on the Salary Index.

C. Advancement on Salary Index

1. Increments

Employees on the regular Salary Index shall be granted one increment or vertical step on the index for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the AEA 267 for ninety (90) work days or more in one school year.

2. Education Lanes

Employees on the regular salary schedule who wish to move horizontally from one educational lane to a higher educational lane shall obtain approval of the Division Director, or his designee, prior to registration in order to have the credits evaluated for advancement to the higher educational lane. All credit hours consistent with or relevant to an employee's job classification shall be approved.

Employees failing to obtain course approval prior to registration may request review of course by the Division Director or his designee. If the Division Director or his designee does not approve the course, the employee may appeal the decision to the Administrator. The Administrator's decision would be non-grievable.

Thereafter, the employee shall file suitable evidence of additional educational credits with the administration no later than September 15 of the contract year in order to move horizontally during the current contract year. Final educational placement will be subject to transcript verification. Thereafter, the move shall be to the corresponding eligible step on the higher lane.

D. Methods of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the last working day of each month and paychecks shall on said date be electronically deposited at a bank designated by the employee. The Business Office must be notified of any change in an employee's designated bank by the 15th of any month. The Administrator shall deliver a copy of the schedule of paydays for the year to each employee with the September paycheck stub of the contract year.

2. Exceptions

Employees who are new in the AEA may, at their option, elect to receive up to five percent (5%) of their contracted salary on the payday in the month of their first contracted day of work. To exercise this option, employees shall notify the Administrator in writing ten (10) working days prior to the payday. The balance of the contracted salary shall then be prorated over the remaining pay periods.

3. Final Pay

Each employee terminating employment shall have the option of receiving all or any part of his earned, contracted salary on the payday of the last month of work. To exercise this option, employees shall notify the Administrator in writing ten (10) days prior to the payday involved.

4. Summer Checks

Summer checks shall be electronically deposited at a bank designated by the employee. The Business Office must be notified of any change in an employee's designated bank by the 15th of any month. Employees who choose to receive their summer checks in one (1) lump sum installment, payable June 30, may do so by notifying the Business Office by April 1, and all deductions and withholding for the summer months will be made from the one (1) installment payment.

ARTICLE 4
SUPPLEMENTAL PAY

A. Extracurricular Activities

AEA employees shall be allowed to accept compensation from local school districts for extracurricular activities approved by the local district beyond the AEA employment assigned hours. Such compensation shall be paid by the school district sponsoring the extracurricular activity at a rate consistent with the contractual agreement of the district. The AEA line administrator will be notified by the employee of LEA extracurricular activities for which the employee has accepted responsibilities and for which the employee is accepting compensation.

Employee participation in the AEA administration approved, reimbursable extra-duty beyond the employee's signed contract and agreed to by the employee shall be reimbursed at a rate of eighteen dollars (\$18.00) hourly for actual work time.

B. Expenses of Traveling Employees

1. An employee who is required to use his/her own automobile in the performance of his duties shall be reimbursed at a rate set by the Agency. Distance traveled (for which the employee is reimbursed) shall be calculated on the basis of the distance from the employee's home to the first place of employment, less the distance from home to the employee's nearest assigned place of employment, plus distance traveled during the day in performance of his duties with a corresponding formula determining reimbursement for the return trip to the employee's home.
2. Approved expenses for travel shall be submitted by the first day of each month to the immediate line administrator as follows. Special Education Division forms are submitted to sector coordinators of the AEA or building principals; Media and Educational Services forms will be submitted to the Director. Mileage and expenses must be claimed within ninety (90) calendar days of the first day of the month following the occurrence. Mileage and expenses not submitted in accordance with the above procedure may be denied. The ninety (90) day clause will be restricted for the last three (3) months of the fiscal year when said claims must be submitted by June 15. Qualifying expenses occurring after June 1 shall be submitted by June 15 for payment at the end of the month. Supplementary claims submitted by the first of the month will be reimbursed on or before the fifteenth (15th) of the month in which the claim is submitted. All claims shall be made no later than ten (10) days after the end of the fiscal year in which the expense was incurred (July 10th).
3. The same allowance shall be given for authorized use of personal automobiles for the business of the AEA not covered in Paragraph B.1. above. The terms of liability insurance providing liability insurance protection for an employee when his personal automobile is used as provided in this section are set forth in Article 12 (Safety).

C. Discipline Facilitators

Stipends are calculated using the formula of \$236.00 x FTE of staff assigned to the Discipline Facilitator. The Discipline Facilitator's FTE is not part of the stipend calculation. Changes in FTE of staff employed in the discipline during the school year will not cause a revision in the stipend amount. For 2006-2007, the stipend calculation will be based on the number of discipline staff assigned to the Discipline Facilitator as of August 10, 2006.

The stipend above is in lieu of any additional contract days and/or stipends previously paid by AEA 2 and AEA 6.

ARTICLE 5 INSURANCES

A. Coverage/Eligibility

1. Coverage for eligible employees will begin the first day of employment and shall continue until the last day of employment unless the contractual obligations have been fulfilled, in which case the insurance coverage shall continue through August 25th. Coverage for anyone working on a July 1 through June 30 contract will end on June 30.

A new employee, an employee returning upon recall, or an employee who becomes newly eligible for insurance must complete and sign an application for group health coverage and dental coverage within 30 days of employment, recall, or eligibility. If the completed applications are not returned within those 30 days, coverage will not be effective on the date of employment, recall, or eligibility, and with the exception of a "qualifying event," the employee will not be allowed to enroll until the next open enrollment period and may be subject to a waiting period for pre-existing conditions of up to 12 months. The waiting period may be reduced or eliminated by obtaining a certificate of coverage from the employee's prior health plan.

The Agency will not be held responsible for any health claims incurred by an employee or by the dependent of an employee who does not return an application for coverage within the allotted time frame, or who elects to waive coverage whether or not coverage is provided on a noncontributory basis.

2. Except as provided for in subsection 3 below, an eligible employee is one who has an individual employment contract that is .5 FTE or more.
3. Employees who are reduced subject to Article 15, and recalled, will again be eligible for coverage at the level of premium payment established herein.
4. Employees who are contracted for 0.75 FTE and above shall have the premium paid by the Agency, up to the dollar amount established in B.1 and B.4., except as otherwise provided herein.
5. Employees who are contracted for .5 FTE up to 0.74 FTE shall have the premium paid by the Agency on a prorated basis. The percentage of the dollar amount established in B.1 and B.4. below paid by the Agency shall be equal to the percentage of FTE of the employee's contract. This section applies to Health and Major Medical and Dental insurance only.

B. Types

1. Health and Major Medical

- a. Each eligible employee shall be covered by an Agency paid group health insurance program. The Agency will pay up to \$5,515.00 annually toward the premium cost of a Health and Major Medical insurance program for each eligible employee as defined in and subject to the prorations in Section A. The Agency will pay \$150.00 monthly, or the prorated portion thereof, toward the purchase of additional family coverage at the employee's request. Any part of the single premium for the plan selected by the employee which exceeds the portion paid by the Agency will be at the cost of the employee. Any part of the single premium for the plan selected by the employee which is less than the portion paid by the Agency, will be added to the employee's annual salary. The basic program design specification shall be:

Option 1*Deductible:*

\$750/\$1500 In-Network

\$1500/\$3000 Out-of-Network

Coinsurance:

20% In-Network

40% Out-of-Network

Out-of-Pocket Maximum:

\$1500/\$3000 In-Network

\$3000/\$6000 Out-of-Network

Office Visit Co-payment:

\$20 Non-Specialist

\$35 Specialist

Prescription Plan:

\$10/\$25/\$40 Co-payment

Option 2 – Core Plan*Deductible:*

\$1000/\$2000 In-Network

\$2000/\$4000 Out-of-Network

Coinsurance:

20% In-Network

40% Out-of-Network

Out-of-Pocket Maximum:

\$2000/\$4000 In-Network

\$4000/\$8000 Out-of-Network

Office Visit Co-payment:

\$20 Non-Specialist

\$35 Specialist

Prescription Plan:

\$10/\$25/\$40 Co-payment

Option 3*Deductible:*

\$1250/\$2500 In-Network

\$2500/\$5000 Out-of-Network

Coinsurance:

20% In-Network

40% Out-of-Network

Out-of-Pocket Maximum:

\$2500/\$5000 In-Network

\$5000/\$10000 Out-of-Network

Office Visit Co-payment:

\$20 Non-Specialist

\$35 Specialist

Prescription Plan:

\$10/\$25/\$40 Co-payment

Option 4*Deductible:*

\$1500/\$3000 In-Network

\$3000/\$6000 Out-of-Network

Coinsurance:

20% In-Network

40% Out-of-Network

Out-of-Pocket Maximum:

\$3000/\$6000 In-Network

\$6000/\$12000 Out-of-Network

Office Visit Co-payment:

\$20 Non-Specialist

\$35 Specialist

Prescription Plan:

\$10/\$25/\$40 Co-payment

NOTE: In-network deductible, out-of-network deductible, coinsurance and out-of-pocket maximum amounts are separate from one another and do not apply to one another.

Core plan and options will be a Preferred Provider Organization (PPO), with coverage both in and out of the provider network. The detailed description of health care benefits is outlined in the AEA's Summary Plan Description.

- b. The Agency will maintain the IRS 125 premium conversion program for employee paid health insurance premiums.

2. **Life**

Each eligible employee shall be covered by a term life insurance program paid for by the Agency that provides a minimum death benefit of three times the employee's yearly salary rounded to the nearest thousand (minimum coverage \$15,000). This shall be convertible term insurance and double for accidental death.

3. **Disability**

Each eligible employee shall be covered by a long-term disability insurance program paid for by the Agency that provides a benefit of 70% of salary with a \$50.00 monthly minimum or 10% of the benefit payable whichever is greater, with a maximum monthly benefit of \$7,583.00.

4. **Dental**

Each eligible employee shall be covered by a dental plan at least equivalent to the coverage provided for employees during the 2005-06 school year. The Agency will pay up to \$341.00 annually toward the premium cost for each eligible employee as defined in and subject to the prorations in Section A. Optional family dental insurance may be purchased at the employee's expense, subject to the insurance carrier's availability.

Subject to the insurance carrier's availability, employees may purchase dental insurance during retirement, with the employee paying full monthly premium in advance.

5. Dependent Life

Subject to the insurance carrier's availability, employees may purchase life insurance for their spouse (\$5,000) and each eligible dependent (\$2,500). The cost of this coverage for 2006-07 is \$1.50 per month.

C. Descriptions

The Agency shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of all conditions and limits of coverage as provided above. A description of all changes made to the insurance coverage shall be provided to employees upon said change. The Agency will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. Continuation

In the event that an employee, absent because of illness or injury has exhausted sick leave accrual, the above-mentioned benefits will only be continued at the employee's expense, subject to the provision of the policy or policies.

ARTICLE 6
SICK LEAVE

A. Accumulative Benefits

All full-time employees shall be entitled to fifteen (15) sick leave days for each working year as of the first official day of said school year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with a maximum accumulation of one hundred fifty (150) days. If an employee is on an extended contract, he shall be entitled to two and one-half (2 1/2) additional sick leave days for each month of twenty (20) working days beyond the normal contract.

Sick leave days shall be allotted proportionally for all regular part-time employees.

B. Long-term Illness

An employee new to the Area Education Agency may have additional paid sick leave days in addition to the regular sick leave allotment, when the employee has a serious illness, injury or disability. Such serious illness, injury or disability is defined as that requiring continuing treatment by a licensed physician for a period of six (6) consecutive school days, one or more of which exceeds the regular sick leave allotment. These long-term illness days are non-accumulative. Application for the additional days for long-term illness may be filed with the Personnel Office when the need arises.

An employee having accumulated one hundred fifty (150) days and utilizing all one hundred fifty (150) days for a serious illness, injury or disability and returning to active employment status may have additional paid sick leave days in addition to the regular sick leave allotment when the employee has another serious illness, injury or disability. Such serious illness, injury or disability is defined as that requiring continuing treatment by a licensed physician for a period exceeding six (6) consecutive school days, one or more of which exceeds the regular sick leave allotment. These long-term illness days are non-accumulative. Application for the additional days for long-term illness may be filed with the Personnel Office when the need arises.

Long-term Illness Days Schedule

First Year - Thirty (30) Work Days Continuous Illness
Second Year - Twenty (20) Work Days Continuous Illness
Third Year - Ten (10) Work Days Continuous Illness

C. Use of Sick Leave for Child Illness

Up to 2 days of sick leave may be used by the employee to care for a sick child either in the home or in the hospital.

D. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave upon request.

E. Proccdures

Sick leave may be utilized for personal illness or a medically related disability when the employee is too sick to work and also for employee medical and dental appointments. Use will be in quarter day increments. Employees returning from sick leave shall complete a short term leave form recording the absence. The short-term leave form is attached, marked as Appendix D, and by this reference, incorporated herein. Paid leave shall be granted unless the Agency has good reason to believe the employee has used sick leave improperly.

Questions concerning an employee's sick leave usage shall first be discussed with the employee through the administrator designated by the Agency. An employee may be required to provide explanation and/or reasonable evidence to enable the Agency to make a determination as to whether sick leave will be approved. The nature of the verification requested will depend upon the facts and circumstances of each individual situation. Additional verification could be, but is not limited to the following:

- a) a doctor's statement
- b) verification of a prescription
- c) affidavit or other signed statement.

The Code of Iowa allows an agency to require a doctor's statement regarding any day of sick leave claimed.

Sick leave usage of six (6) consecutive school days shall require medical documentation of the physical or mental disability necessitating such leave. The medical documentation shall designate the day the leave was to begin as well as an actual or projected date of return to work. If the employee is unable to return to work on the day designated, further medical documentation shall be required.

Leave forms shall be available in the Personnel Office and should be returned there with the doctor's signature.

ARTICLE 7
TEMPORARY LEAVES OF ABSENCE

A. Paid Leaves

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each contract year. Leave taken pursuant to Section A shall be in addition to any sick leave to which the employee is entitled. Requests for temporary leave shall be submitted to the Personnel Office, (unless otherwise indicated), using the "Short Term Leave" form (see Appendix D).

1. Personal

At the beginning of each work year, each employee shall be credited with two (2) days to be used for the employee's personal business.

A personal business day shall be used for any purpose at the discretion of the employee. An employee planning to use a personal day shall notify his director or coordinator in writing at least two (2) working days in advance, except in cases of emergency.

Personal leave days shall not be deducted from an employee's accumulated sick leave nor taken the day preceding or following a vacation or holiday, nor on the last day of the employee's contract, except in extraordinary circumstances, the Administrator or designee may grant such days. Days contiguous to holidays and vacations may be granted under unpaid leave. This paragraph is not subject to grievance.

2. Jury Duty and Court Appearance

Employees required to serve jury duty shall be released from their assignment for this purpose. Employees required by subpoena to testify in criminal or civil court or administrative proceedings shall be released from assignment for this purpose when the required appearance is related to the performance of the employee's contract duties or is a non-job related appearance in which the employee is not a defendant or plaintiff. Any fees or remunerations the employee receives during such leave shall be turned over to the Agency.

3. Association Leave

Up to twenty-five (25) days shall be available for representatives of the Association to attend official Association activities. Request for leave shall be filed at least one week in advance of said leave.

No more than half of these days may be allowed to staff persons who would not be replaced by a substitute teacher (i.e., all media, general services, and special education support staff and instructional resource room teachers). The number of aggregate days allowable to any one person per year shall not exceed six (6) working days.

4. Medical Emergency Leave

- a. In the event of any one of the following occurrences, medical emergency leave is available as stipulated in paragraph b., below. Employees requesting medical emergency leave must submit a Short Term Leave Form and a written statement explaining their need for this leave based on the occurrences below. If necessary, prior to final approval, the personnel office may request additional information from employees or other sources (such as health/medical personnel) verifying the need for this leave. The occurrences are:

- (1) An emergency situation requiring medical attention.
Emergency is defined as: an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- (2) Any surgical procedure requiring general anesthetic, as needed, up to one (1) day.
- (3) Critical illness (life threatening) situation.

- b. A leave of absence of up to five (5) contract days per contract year will be granted in case of a medical emergency of a member of the immediate family (employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household), and an additional five (5) contract days per contract year may be granted by the Administrator or designee. Not subject to grievance.

5. Bereavement Leave

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, and any other member of the immediate household. Under extenuating circumstances, an additional five (5) days may be granted by the Administrator or designee, not subject to grievance.

Employees shall be granted sufficient time to attend the funeral services not exceeding one (1) day in the event of death of a friend or relative outside the employee's immediate family as defined in the paragraph above.

6. Professional Leave

Employees may apply for professional leave and such leave may be granted. Applications for such leave shall be made in writing to the line administrator. Not subject to grievance. Response will be made in writing to the applicant.

B. Unpaid Leave

Other temporary leaves of absence without pay shall be requested in writing and granted in writing by the Administrator or designee at his discretion. Not subject to grievance.

C. Religious Leave

Religious leave for the purposes of major religious observances during any regularly scheduled contract may be allowed providing notification of all religious holidays for the full school year is submitted in writing to the Administrator or designee by September 15th of each year.

ARTICLE 8
EXTENDED LEAVE OF ABSENCE

All requests for leaves under this article, except paragraph D, shall be submitted in writing to the personnel director and will receive a written reply. Benefits may be maintained by the employee while on extended leave pending carrier approval. Upon returning from any leave, the employee shall be placed at the next appropriate position on the salary schedule, and shall maintain the same benefits as he had upon leaving.

A. Association or Other Organization (E.G., CEC)

A leave of absence without pay for one (1) contract year shall be granted to any employee for the purpose of serving as an officer in the Association, its affiliates, or on its staff, or other educational associations. Notification shall be given the Board no later than the last date that continuing contracts are to be returned in the year preceding the year of leave. Upon return from such leave, such employees shall be placed at the same position on the salary schedule and shall maintain the same benefits as he had upon leaving. No benefits shall be paid while on leave.

B. Family Illness

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Upon request, a physician's statement attesting to the illness will be furnished.

C. Educational Improvement

1. Full Year

A leave of absence without pay of one (1) contract year shall be granted to any employee, upon application, for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and shall maintain the same contractual benefits as he had upon leaving. However, the employee may advance in educational lanes if the educational improvement qualified under all of the terms and provisions of Article 3, C.2, Education Lanes. Application to the Administrator or his designee shall be presented no later than April 15 and confirmation must be by May 30 preceding the year of leave.

2. Partial Year

Upon an employee's request, educational leave for less than one (1) year may be granted for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university. The employee shall be advanced one (1) year on the salary schedule at the end of the contract year in which the leave was taken provided the days worked were equivalent to ninety (90) or more, and the employee may advance in educational lanes if the educational improvement qualified under all of the terms and provisions of Article 3, C.2, Education Lanes. Application to the Administrator or his designee shall be presented no later than April 15 and confirmation must be by May 30 preceding the year of leave.

D. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Administrator for good reason.

E. Personal Illness or Disability

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year beyond the expiration of their current contract.

F. Family Responsibility

Any individual employee may request a leave of absence without pay for infant or child care and such absence shall be for up to one (1) year beyond the expiration of their current contract.

G. Family Medical Leave

Up to 12 weeks of family and medical leave as provided for in federal law shall be available to employees each year as needed. This leave will be separate from other leaves provided for in this and other articles of the Master Contract.

ARTICLE 9
EMPLOYEE WORK YEAR

A. Standard Contract

Instructional Staff

The work year for employees contracted on a 191 day basis shall have 180 days of direct services. The days of the contract beyond the 180 direct service days shall be fulfilled by professional development days and non-direct service days. At least an aggregate of one non-direct service day prior to the opening of school should be provided for instructional staff employees.

Special Education Support Staff

The work year for employees contracted on a 196 day or a 190 day basis shall include direct service days and at least five professional development days.

Educational Services/Information Technology Staff

The work year for Educational Services and Information Technology employees shall have a combination of direct service and professional development days appropriate to the employee's function as approved by the administrator or his/her designee.

B. Definition of Terms

Direct service days shall include those days appropriate to the employee's function as approved by the administrator or his/her designee.

Professional development days shall include days that the employee selects and which are approved by the administrator or his/her designee for inservice provided by the local school districts, workshop/courses provided by AEA 267, pre-approved workshops/ courses provided by other AEA, state, or national associations or agencies, and other days of a similar professional nature.

Instructional staff only: Non-direct service days shall include those days the employee selects and which are approved by the administrator or his/her designee to use as days of preparation for services, meetings, programs, general preparation work, report writing, summarizations, and project completions.

See Appendix F - EMPLOYEE WORK YEAR - UTILIZATION OF CONTRACTED DAYS

C. Non-Paid Holidays

Non-paid, non-working holidays will be July 4, Labor Day, Thanksgiving Day, December 25th, New Year's Day, and Memorial Day.

D. Inclement Weather and Emergency Closings

1. Special Education Division

- a. Instructional employees regularly scheduled to an L.E.A., university, or other attendance center, shall not be required to report as scheduled when other personnel at the attendance center are not required to report because of inclement weather or other emergencies and shall make up the day so affected to the same extent as other personnel at the attendance center.

- b. Employees fully assigned and regularly scheduled to a facility fully sponsored by the AEA shall not be required to report as assigned when the facility is closed by the Administrator or his designee, and shall make up the day so affected in accordance with the facilities revised calendar.

In the event that students are dismissed early because of inclement weather, employees shall be allowed to leave after all students have left the building. In the event that students have a late arrival because of inclement weather, employees shall arrive at their building forty-five (45) minutes before the announced opening of school. This day shall count as one of the employee's contract days of service.

- c. All other support employees assigned to serve an attendance center which is closed shall provide services to another assigned facility which is not closed. If all assigned attendance centers that an employee serves are closed, the person may report to a Central or Regional Office up to a maximum of one (1) day per year.

If the employee does not report to the Central or Regional Office, a differential calendar adjustment will be required to provide make-up of the lost day.

- d. Employees with no attendance center assignments will report to their assigned office, unless that office is officially closed. The employee's differential calendar shall be adjusted to allow the lost day to be made up.

2. Educational Services

Should it be necessary for the Administrator or his designee to close the AEA Central Office, or a Regional Office, to which an employee is assigned and an employee is unable to arrange services to unaffected assigned schools, the employee's differential calendar shall be adjusted.

The manner of adjustment shall be by mutual agreement between the employee and administrator or his designee, but shall result in the day being made up.

E. Personal Safety

In the event an employee decides not to go to work because weather conditions are extremely hazardous, the employee shall take personal leave or unpaid leave, or with the consent of their line administrator they may differentiate their calendar if said employee is on a differential calendar.

F. Notification

In the event it is necessary to close any/all AEA offices or facilities, notification shall be given to radio and television stations that broadcast throughout the affected area.

ARTICLE 10
EMPLOYEE HOURS

A. Workday

1. Employees not identified in paragraph 2 below are contracted for professional service that does not generally lend itself to a specifically defined day. Therefore, they shall accept the responsibility for the completion of their days workload as demanded by their professional assignment.
2. Employees assigned to an LEA local attendance center, except support staff, will follow the schedule of the attendance center to which they are assigned. This schedule shall include the same arrival time, departure time, and length of workday as the LEA attendance center and shall provide a lunch period comparable to that of the attendance center to which they are assigned.

During a standard five (5) day work week, employees will be guaranteed a minimum of one hundred-fifty (150) minutes of preparation time.

3. Employees assigned instructional responsibilities in classrooms or facilities which require the employees supervision of children for the total time the children are in attendance, including the lunch period, will follow the schedule established for that facility. The said schedule shall be so constructed that it recognizes the full supervision required by the employee assigned instructional responsibilities, and said employee's workday shall be seven (7) hours.

B. Meetings

1. Administration or division meetings may be called during regular working hours. Such meetings shall officially adjourn by 4:30 p.m. for all instructional employees.
2. Within limitations, professional employees have the obligation to provide inservice for/to their colleagues in the state. Speaking engagements and presentations shall be accepted at the discretion of the employee. If said inservice meetings and/or speaking engagements are to be during the school hours, the Division Director or Coordinator shall decide whether to release the employee from regular duties and may request an adjustment in the differential calendar.
3. Preparation time for approved speaking engagements for which the employee receives no remuneration shall be made available within the working day.

ARTICLE 11
HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, within sixty (60) days of initial employment. Such evidence shall be limited to a statement from a licensed physician of the employee's choice on the form attached as Appendix C, and the cost of such examination shall rest with the employee. Each new employee shall be advised through the written form, (Appendix C), of the physical fitness requirements at the time of employment.

B. Subsequent Examinations

Throughout the employee's period of employment, the Agency may require a subsequent medical and/or psychiatric examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician(s) for the Agency-required examination shall be selected by the employee and the Agency shall pay the cost of such examination. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the fitness requirement.

ARTICLE 12 SAFETY

A. Use of Reasonable Force

An employee may, while in the scope of employment, use such amount of force as is reasonable to: quell a disturbance threatening physical injury to persons or property; to obtain possession of weapons or other dangerous objects in possession of a pupil; in self-defense; prevent injury to persons or property.

B. General Liability Insurance

The Agency shall maintain insurance coverage at least equivalent to the School District Legal Liability Policy and the Business Protection Policy in force at the time of execution of this Agreement. A copy of which is available for inspection in the AEA Central Office or the Association office.

C. Assault or Injury in the Course of Employment

When an employee's absence arises out of assault or injury while discharging the employee's duties, the Agency shall continue all benefits for the period of said absence and shall pay said employee during said absence the difference between Worker's Compensation payments and the employee's normal salary for the duration of Worker's Compensation payments or ninety (90) days, whichever is sooner. If the employee is injured as a result of an episode of violence in the course of employment, the ninety (90) day limit is extended to up to one (1) year. Administration may require the employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of this leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave. The employee shall not forfeit any sick leave during said absence. The Agency shall reimburse the employee for clothing and other personal property stolen, damaged, or destroyed in conjunction with assault or injury in the discharge of an employee's duties.

D. Reporting Assaults

Employees shall immediately report cases of assault suffered by them in conjunction with their employment to the attendance center principal and their immediate AEA Division Director.

E. First Aid

The Agency shall post in each building under the jurisdiction of the AEA, a list of the employees in that building who are trained in first aid treatment.

F. Pupil Discipline Policy

The Agency shall make available to any employee on request a copy of the Agency's policy and the appropriate attendance center's policy regarding student discipline.

G. Bomb Threats

No employee of the AEA shall be required to search for a bomb.

H. Protective Devices

Special clothing, equipment and devices as required by the Agency for the employee to perform their assigned duties in a safe manner shall be provided by the Agency.

ARTICLE 13
EMPLOYEE EVALUATION PROCEDURES

BEGINNING TEACHER EVALUATION PROCEDURES

Procedures

A Beginning Teacher is defined as a teacher who is in the first or second year of teaching service and who holds an initial teaching license.

For Beginning Teachers as defined above, the Iowa Teaching Standards and Criteria for the standards will be utilized in the evaluation process.

A first year teacher, (new to teaching), will fall under this process. The evaluation format shall be in narrative report form and for those whose performance is satisfactory the evaluation reports will say "Under Year 1 Evaluation – Performance Satisfactory". For those whose performance is not considered satisfactory, the narrative report will address which Iowa teaching standards are not yet satisfactory and what actions are needed to achieve a satisfactory rating.

The evaluation format for a second year teacher will be the Comprehensive Evaluation Summative Evaluation Form as required by law.

On or before October 1, Beginning Teachers will be informed about the evaluation process and content.

A comprehensive evaluation will be completed for a second year teacher on or before April 15.

The Agency reserves the right to require evaluation data from its Administrative Staff and to request evaluation data from the Administrative Staff of the local school served by AEA staff. Administrative Staff does not include discipline supervisors or bargaining unit members.

Personnel File Review

Each employee shall have the right at any time to review and/or reproduce contents of their personnel file with the exception of documents related to initial hiring. A representative of the Association, at the employee's request, may accompany the employee in this review.

Personnel File Contents

1. The Agency shall maintain the official personnel file for each employee which contains the following:
 - a. Required TB report and required medical information.
 - b. All employee evaluation reports and responses hereto.
 - c. Copies of annual contracts.
 - d. Teaching licensure, certificates, approvals, and mandatory training certificates.
 - e. Copies of official personnel action, such as attendance forms, copies of correspondence, et cetera.
 - f. Letters of commendation.
 - g. College placement material, including official transcripts.
 - h. Other materials mutually agreed upon.
2. Any items other than the above directed toward an employee which are to be placed in the personnel file shall be called to the employee's attention in writing within ten (10) work days. The employee shall have the right to respond in writing to all material within (10) work days of notice of placement in file, and such responses shall become part of the personnel file.

CAREER TEACHER EVALUATION PROCEDURES

Employees shall be evaluated at least annually in the probationary period of their employment. Non-probationary employees shall be evaluated at least once every three (3) years. The Administration may formally evaluate any employee at any time. Any employee who is to be evaluated will be notified of said evaluation at least five (5) working days in advance, except in cases of emergency. An employee may request an evaluation at any time.

The Agency reserves the right to require evaluation data from its Administrative Staff and the Administrative Staff of the local school served by AEA staff. Administrative Staff does not include discipline supervisors or bargaining unit members. The evaluation format shall be in narrative report form. The formal evaluation reports shall be submitted to the employee for signature. A signature on the formal evaluation report indicates the employee has read the report and was involved in a discussion with their administrator (evaluator) about the evaluation. If the employee does not agree with the content of the evaluation report, the employee shall have ten (10) work days to submit a statement to the Personnel Office to be attached to the evaluation form.

An employee can challenge his or her evaluation report through the contractual grievance procedures on grounds that (1) the evaluation criteria have been ignored or misapplied; (2) the evaluation was arbitrary or capricious; (3) the proper evaluation procedures were not followed; (4) or the facts were not accurate.

Personnel File Review

Each employee shall have the right at any time to review and/or reproduce contents of their personnel file with the exception of documents related to initial hiring. A representative of the Association, at the employee's request, may accompany the employee in this review.

Personnel File Contents

1. The Agency shall maintain the official personnel file for each employee which contains the following:
 - a. Required TB report and required medical information.
 - b. All employee evaluation reports and responses hereto.
 - c. Copies of annual contracts.
 - d. Teaching licensure, certificates, approvals, and mandatory training certificates.
 - e. Copies of official personnel action, such as attendance forms, copies of correspondence, et cetera.
 - f. Letters of commendation.
 - g. College placement material, including official transcripts.
 - h. Other materials mutually agreed upon.
2. Any items other than the above directed toward an employee which are to be placed in the personnel file shall be called to the employee's attention in writing within ten (10) work days. The employee shall have the right to respond in writing to all material within (10) work days of notice of placement in file, and such responses shall become part of the personnel file.

LICENSED STAFF EVALUATION PROCEDURES

A. GENERAL

The Agency reserves the right to require evaluation data from its Administrative Staff and to request evaluation data from the Administrative Staff of the local school served by AEA staff. Administrative Staff does not include discipline supervisors or bargaining unit members.

An employee can challenge his or her evaluation summary through the contractual grievance procedures on grounds that (1) the evaluation criteria have been ignored or misapplied; (2) the evaluation was arbitrary or capricious; (3) the proper evaluation procedures were not followed; (4) or the facts were not accurate.

B. ORIENTATION TO EVALUATION PROCEDURES

Before an employee is evaluated, the employee's evaluator shall acquaint the employee with the employee's job description, the evaluation procedure and any evaluation document. No evaluation shall occur until such orientation takes place.

C. ANNUAL REVIEW

Each employee's professional development activities shall be reviewed annually.

1. During the initial two years of employment, employees shall be evaluated using the activities and processes in the induction cycle of the professional growth process.
2. Employees who have completed the induction cycle shall be evaluated using the activities and processes in the development cycle.

D. EVALUATION CONFERENCE AND SUMMARY

Each cycle shall include an evaluation conference scheduled in advance with the employee. The evaluator shall prepare a written evaluation summary and file this with the Personnel Office. If the employee disagrees with any or all of the written evaluation summary, the employee may submit a signed and dated written statement which shall be attached to the file copy of the written evaluation summary.

E. COLLABORATIVE CYCLE

When the evaluator determines that the employee needs additional assistance and support to maintain or achieve an acceptable level of performance (as identified in the job description), the employee will be notified of a meeting to begin writing an assistive action plan to initiate the collaborative cycle. The date of the meeting shall be the beginning date for the collaborative cycle.

If a complaint relative to an employee's job performance or an informal observation by someone other than the employee's evaluator is serious enough to consider the collaborative cycle, the evaluator shall meet with the employee before taking any action on the complaint. If the collaborative cycle is invoked as the result of a complaint, the matter will be summarized in writing by the evaluator and provided to the employee at the initial collaborative cycle meeting.

1. The collaborative cycle is designed to provide a structured format to address identified concerns, develop a plan of action to address the concerns, provide assistance and feedback on activities, and assist the employee toward the induction cycle, the development cycle or the marginal cycle. It is the responsibility of the employee to correct any deficiencies that led to this collaborative cycle.
2. The employee will have the responsibility to meet with the evaluator to 1) Jointly develop an analysis of the issues and 2) Jointly develop an assistive action plan within ten (10) work days of placement on the collaborative cycle to address the issues. These activities may be completed at the initial collaborative cycle meeting or may involve one or more follow-up meetings within the 10-work day timeline. The 10-

work day timeline may be extended by mutual agreement. The assistive action plan shall address the following:

- a. Statement of definition of the concerns
- b. Options and assistance available
- c. Expected outcomes and dates for completion
- d. Indicators for acceptable performance
- e. Individualized procedures for support
- f. Specific timelines with scheduled review dates for feedback
- g. Resources to be committed by the employer and employee (the evaluator will approve the employer's commitment)
- h. Record of summative comments (progress towards completion of the assistive action plan)

The evaluator and employee shall agree and sign the assistive action plan. If no assistive action plan is written within ten (10) work days of placement on the collaborative cycle or if no agreement is reached on an assistive action plan, the employee is placed on the marginal cycle.

3. In no less than fifteen (15) work days and no more than thirty (30) work days of agreement on the assistive action plan, the evaluator will review the employee's performance through the collaborative cycle to determine if the identified concerns have been favorably resolved. This timeline may be extended by written mutual agreement. Upon completion of the assistive action plan, the evaluator recommends the employee re-enter the induction cycle, re-enter the development cycle, or enter the marginal cycle.
4. All summative evaluation materials provided by the evaluator during the collaborative cycle shall be made part of the employee's personnel records in the Personnel Office.

F. MARGINAL CYCLE

The evaluator will meet with the employee and will provide written notification of placement on the marginal cycle when 1) An evaluator determines that an employee has not achieved or maintained an acceptable level of performance through assistance on the collaborative cycle, 2) An assistive action plan is not written within ten (10) work days of placement on the collaborative cycle, or 3) No agreement is reached on an assistive action plan following placement on the collaborative cycle. The date of the notice shall be the beginning date for the marginal cycle.

It is the responsibility of the employee to correct any deficiencies that led to this marginal cycle.

1. The marginal cycle is designed to address identified concerns. A remediation plan will be developed by the evaluator within ten (10) work days of placement on the marginal cycle and will include:
 - a. Statement of definition of the concerns
 - b. Expected outcomes and dates for completion
2. In no less than ten (10) work days and no more than twenty-five (25) work days of providing the remediation plan, the evaluator will review the employee's performance to determine if improvement has been made or if the identified concerns have been favorably resolved. Upon the completion of the remediation plan, the evaluator recommends the employee re-enter the induction cycle, re-enter the development cycle, or enter into the termination process.
3. Any records provided by the evaluator, of progress towards completion of the assistive action plan during the marginal cycle shall be made part of the employee's personnel file in the Personnel Office.

Personnel File Review

Each employee shall have the right at any time to review and/or reproduce contents of their personnel file with the exception of documents related to initial hiring. A representative of the Association, at the employee's request, may accompany the employee in this review.

Personnel File Contents

1. The Agency shall maintain the official personnel file for each employee which contains the following:
 - a. Required TB report and required medical information.
 - b. All employee evaluation reports and responses hereto.
 - c. Copies of annual contracts.
 - d. Teaching licensure, certificates, approvals, and mandatory training certificates.
 - e. Copies of official personnel action, such as attendance forms, copies of correspondence, et cetera.
 - f. Letters of commendation.
 - g. College placement material, including official transcripts.
 - h. Other materials mutually agreed upon.
2. Any items other than the above directed toward an employee which are to be placed in the personnel file shall be called to the employee's attention in writing within ten (10) work days. The employee shall have the right to respond in writing to all material within (10) work days of notice of placement in file, and such responses shall become part of the personnel file.

ARTICLE 14 TRANSFER PROCEDURES

A transfer is a change in the assigned place of work or a change in the program category (as defined in Article 15, B.2) in which a person is employed.

A. Voluntary Transfers

1. Employees requesting a transfer shall file a Transfer Request Form with the Personnel Director. The Transfer Request Form shall not require any signature except that of the employee. Requests for transfer will be made for posted vacancies and are applicable only to that vacancy.

2. Posting of Vacancies

- a. A vacancy consists of an identified position that is, or is expected to be, available for at least one hundred twenty (120) calendar days as a result of transfer, resignation, extended leave of absence, or establishment of a new position.
- b. The Personnel Director shall post the vacancy at least six (6) work days prior to the intended employment date for said vacancy. If a vacancy is .4 FTE or less, posting shall not be required. Positions which aggregate to .5 FTE or more shall be posted. Posting shall be in all AEA Offices and facilities, the Hawkeye UniServ Office, with the Association President and on the AEA website.
- c. No transfer will be approved from August 15 to September 15 unless a suitable replacement is available and approved.
- d. A vacancy will not be filled until after consideration has been given to present employees who have transfer requests on file.

Employees with transfer requests on file for two (2) or more consecutive years will be given an opportunity to interview with the attendance center administration.

Employees having interviewed for a posted vacancy and not receiving approval of their transfer request may request a meeting to discuss future transference with the appropriate AEA administrator(s) and Personnel Director.

- e. A copy of transfer requests will be furnished to the Association and the applicant. The Association will be furnished notice of the successful applicant and other applicants reviewed for the position.

B. Involuntary Transfer

1. In the event that an involuntary transfer occurs under any circumstances, the Agency, or its designee, shall notify the transferee of its intended action within three (3) calendar days of its decision. Thereafter, the transferee may, within five (5) school days submit a written request to the Administrator for a meeting. Involuntary transfer shall not be made for arbitrary and capricious reasons. The decision of the Administrator after the meeting shall be final. The vacancy caused by the involuntary transfer shall follow the above procedure.
2. If a meeting with the Administrator is requested by the employee, the Administration will attempt to provide that meeting before effecting the transfer.

C. Summer school positions are not covered by this Article.

D. Changes of assignment for support staff within a sector or support persons employed in early childhood programs and separate facilities, shall not be defined as an involuntary transfer.

ARTICLE 15
REDUCTION OF STAFF

A. Coverage

All employees under this Agreement.

B. Definitions

1. Division: Information and Technology Services; Educational Services; Special Education.

2. Program Category:
INFORMATION AND TECHNOLOGY SERVICES DIVISION – Coordinator of Technology Services; Graphic Design Specialist; Consultant for Technology & Learning; Media Specialist; Media Specialist/Consultant; Technology Consultant; Technology Services Consultant; Technology Systems Specialist.

EDUCATIONAL SERVICES DIVISION – Consultant for Career & Technical Education; Consultant for Curriculum Development; Consultant for Early Childhood; Consultant for Educational Services; Consultant for English Language Learners; Consultant for Mathematics; Consultant for Professional Development; Consultant for Reading/Language Arts; Consultant for Science; Consultant for Substance Abuse Prevention; Consultant for Technology & Learning; Consultant for Technology, Teaching & Learning; Consultant for Youth Development; Detention Center Teacher; Reading Recovery Teacher Leader; Substance Abuse/Mental Health Teacher; Youth Shelter Teacher.

SPECIAL EDUCATION DIVISION -

**Special Education Instructional Staff* – Teacher of Art; Teacher of Behavioral Disorders; Teacher of Early Childhood Special Education; Teacher of Hearing Impaired; Teacher of Learning Disabilities; Teacher of Mental Disabilities (Mild/Moderate); Teacher of Mental Disabilities/Severe & Profound; Teacher of Multi Disabilities (Resource); Teacher of Multi Disabilities (SCI); Teacher of Physical Education; Teacher of Visually Impaired; Behavioral Strategist; Special Education Nurse-Instruction;

***Special Education Support Staff* – Adaptive Physical Education Teacher; School Social Worker, School Psychologist; Speech-Language Pathologist; Audiologist; Special Education Consultant (may be general or categorical [Behavioral Disorders, Hearing Impaired, Learning Disabilities, Mental Disabilities, Mental Disabilities/Severe & Profound, Multi Disabilities, Early Childhood Special Education, Visually Impaired]); Occupational Therapist; Physical Therapist; Professional Development Trainer; Consulting Special Education Nurse; Special Education Technology Specialist; Early Childhood Special Educator; Itinerant Teacher of Hearing Impaired; Itinerant Teacher of Visually Impaired; Early Childhood Specialist; Special Education Nurse-Support; Work Experience/Transition Coordinator; Transition Service Teacher; Work Experience /Transition Specialist; Early Access Regional Coordinator

**All instructional categories may be either a special class assignment or an itinerant assignment.*

***All support categories may include some portion of assigned time (less than 1.0 FTE) as a Staff Advisor/Supervisor.*

C. Seniority

1. Within the Information and Technology Services Division, state rules established for certification and requirements for the staffing pattern shall be adhered to. Staff reduction and recall within the Information and Technology Services Division shall be by earned seniority within the job title of Media Specialist for AEA 2, AEA 6 or AEA 7.

2. Within the Educational Services Division, Seniority shall be determined by the date the employee signed his original contract with AEA 2, AEA 6 or AEA 7.
3. Within the Special Education Division, seniority shall be determined by the date of the employee signing his original contract with AEA 2, AEA 6 or AEA 7 or one of the preceding county or joint/county systems and who came to the AEA as of July 1, 1975, providing a copy of their original contract is available for proof. Special education teachers employed by the Waterloo Community School District, Cedar Falls Community School District, and the Independence Community School District who became employed by the AEA as of July 1, 1975, also will have their seniority calculated in this manner.
4. If an original contract is not available for verification, the employee's first work date will be used as the initial date for seniority.
5. Employees working at least fifty percent (50%) or more of the regular schedule of hours but less than one hundred percent (100%) shall accumulate seniority on a prorated basis for the amount of hours which they have worked to the date of computation. Employees working less than fifty percent (50%) shall not accumulate seniority.
6. Employees shall not accrue seniority while on unpaid leaves of absence or layoff of up to twenty-four (24) months. An employee terminating employment with the AEA forfeits all accumulated seniority. If an employee terminates employment with the AEA and is subsequently rehired, seniority will begin to accrue from the date of rehire.

Any administrator previously employed by the AEA (C.4) in a position eligible for the bargaining unit in the AEA shall have full use of that accumulated seniority within all provisions of Article 15 if returning to a bargaining unit position. Seniority is not accumulated while in an administrative position.

7. When seniority is equal between or among employees, seniority shall be determined by ranking the last four digits of an employee's Social Security number from the highest to the lowest. The employee with the highest number shall have the highest seniority ranking.
8. By January 25 of each contract year, the Administrator shall provide the Association with a list showing each employee's:
 - a. Date of hire as defined in C.1, C.2, C.3, and C.4.
 - b. Program category.
 - c. All State endorsements and approvals.
 - d. An employee who questions the accuracy of the listed information must do so by February 10 or the listed information will be assumed correct.
9. Employees shall submit evidence of new State endorsements or approvals by January 10 in order for the additional endorsements or approvals to be included on the seniority list. Thereafter, the Administrator will notify the Association of any corrections, additions, or deletions in said list. This list shall be used exclusively for the determination of seniority independent of other program considerations.

D. Notification

1. If the Agency is contemplating layoff of employees, it shall notify the Association and employee or employees to be reduced no later than March 30. If an employee is displaced under the provisions of E.1 and E.3 below, and as a result, will be laid off, initial notification of layoff shall be by April 30.
2. When a reduction in program is to occur necessitating a reduction in staff, normal attrition shall be the first consideration. The term "normal attrition" contemplates the known resignation or retirement of existing certified employees on or before March 30 of the preceding year for which the reduction shall be effective.

E. Layoffs

1. If a position is to be eliminated and the reduction is not accommodated by normal attrition, employees shall be laid off within each division and within the current program category of service on the basis of seniority within the Agency, starting with the least senior.

Within the Special Education Division, if an individual with the least seniority in a program category to be reduced, carries state endorsement and full state approval in another program of service as shown on the seniority list C.9, that person, upon his request, shall replace the individual with the least seniority within his division, in the other program category provided said program category does not offer a higher salary index other than the index allowed for itinerant functions. The opportunity to replace an employee under this section shall terminate as of 5:00 p.m. three (3) working days prior to April 30.

2. An employee who is displaced pursuant to this section will have the same displacement rights vis-à-vis less senior employees as the employee who is laid-off pursuant to Section 1 above.
3. Written notice of an employee's intent to exercise the right outlined in E.1. above must be given to the Administration with a copy to the Association within five (5) working days after an employee is notified of layoff. Within three (3) working days after an employee gives such notification, the Administrator will notify the least senior employee that he is to be displaced. If an employee does not exercise his displacement rights when notified of layoff, displacement rights are thereafter forfeited.
4. An employee who displaces another employee will be placed on the proper step of the salary schedule for this new position according to his experience and education, and will retain all accrued benefits.

F. Recall

1. The most senior laid off employee who has the necessary endorsements and approvals shall be recalled first as outlined under the layoff section.
2. In the Special Education Division, during the recall period, the employee may refuse the first notification of recall to a position for which he is certified. The second notification of recall must be accepted or the employee automatically waives further recall rights. The same position cannot be offered twice unless the Agency is unable to find a suitable replacement within one (1) month through advertisement outside the Agency, or through transfer. Should the Agency exercise the option of offering the same position twice, the least senior laid off employee with the necessary endorsements and approvals shall be the first recalled to the position.
3. Notice of recall shall be by certified mail to the last address given to the Agency by the employee. A copy of notice of recall shall be given to Association. If an employee fails to respond within seven (7) days of date of mailing of said notice, the employee will be deemed to have refused the position offered.
4. An employee who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing.
5. The responsibility for maintaining a current address on file with the AEA lies with the employee.
6. Recall will be accomplished under the provisions specified in the contract in effect at the time of layoff. Except that as of November 1, the current contract provisions for recall shall be followed.

G. Benefits

1. All benefits to which an employee is entitled at the time of his layoff, including unused accumulated sick leave, will be restored to the employee upon his return to active employment, and the employee will be placed on the proper step of the schedule for the employee's current position, according to the employee's experience and education.
2. Employees laid off may elect to continue insurance benefits as long as they are on the recall list by paying their own premiums to the Business Office contingent upon approval of said procedure by the respective insurance carrier.
3. A laid off employee remains in the employ of the Agency and is eligible to file a grievance relative to this Article under the Grievance Procedure, Article 16.

ARTICLE 16
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee or group of employees within the bargaining unit, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant

A grievant is the person, group of employees, or the Association, making the claim.

B. Procedure

1. Informal Procedure

In order to insure the opportunity to settle a grievance at the earliest and most informal stage, the grievant shall first be required to orally discuss the proposed grievance with the appropriate AEA principal, coordinator or division director, whomever is the immediate supervisor.

2. Formal Procedure

If the oral discussion fails to resolve the proposed grievance, and the employee or employees elect to pursue the grievance, the following formal grievance procedure shall be followed, using the form set forth in Appendix A, which shall be signed by the grievant or grievants. The grievance form shall be available in the AEA principal's, coordinator's or division director's office or through the Association.

a. Step One

The grievant shall file the signed grievance form with the AEA principal, coordinator or division director, whomever is the most immediate supervisor, within ten (10) school days of the alleged occurrence or within ten (10) school days of the time the grievant, in the exercise of due care, should reasonably have discovered the occurrence but not later than sixty (60) school days from the date of occurrence. The grievant shall file a copy of the grievance form with the administrator. The grievance form must be dated and state the nature and date of the occurrence giving rise to the grievance, the specific provisions of the Agreement violated, misinterpreted or misapplied and a specific remedy requested.

The AEA principal, coordinator or division director involved shall, within ten (10) school days of the receipt of the grievance, indicate the disposition of the grievance in writing and a copy thereof shall be delivered to the grievant and to the Association.

b. Step Two

If Step One involved the grievant's division director and not his AEA principal or coordinator, and if the grievant is not satisfied with the division director's disposition of the grievance or if no written disposition was made within the allowed ten (10) school days, the grievant should skip Step Two and proceed to Step Three.

If Step One involved the grievant's AEA principal or coordinator, and if the grievant is not satisfied with the disposition of the grievance or if no written disposition was made within the allowed ten (10) school days, a copy of the written grievance and a copy of the AEA principal's or coordinator's disposition, if any, shall be filed by the grievant with the division director within five (5) school days of said disposition or within fifteen (15) school days of the original filing date, whichever shall be sooner. Within five (5) school days of the receipt of the grievance, the division director shall meet with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the division director shall have delivered to the grievant and to the Association the written disposition of the grievance.

c. Step Three

If the grievant is not satisfied with the division director's disposition in Step One or Step Two, or if no disposition has been made by the division director within ten (10) school days of the receipt of the grievance in Step One or within ten (10) school days of the meeting in Step Two, the grievant shall file a copy of the written grievance together with a copy of the AEA principal's or coordinator's and division director's disposition thereof with the Administrator within five (5) school days of the most recent disposition. Within five (5) school days of the receipt of the grievance and disposition copies, the Administrator shall meet with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the Administrator shall have delivered to the grievant and to the Association the written disposition of the grievance.

d. Step Four

If the grievant is not satisfied with the disposition of the grievance by the Administrator, or if no disposition has been made by the Administrator within fifteen (15) school days of the latest filing with the Administrator, the grievant and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the grievant and the Association agree to pursue the grievance procedure further, the Association may submit the grievance to arbitration within five (5) school days of its meeting with the grievant.

Within ten (10) school days after written notice to the Agency of submission to arbitration, the Agency and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within said ten (10) day period, a written request for a list of arbitrators may be made to the Federal Mediation and Conciliation Service by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. Within five (5) school days of the receipt of the list, the parties shall meet and the party having the right to remove the first name shall do so, with the parties thereafter alternating in removing names from the list until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Agency and the Association and hold hearings promptly. The parties shall request that the arbitrator shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs of the issues are submitted to him. However, the failure of the arbitrator to submit his decision within said time period shall not render the proceedings void. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Agency and the Association and shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Agency and the Association. Any other expenses incurred shall be paid by the party incurring the same, including reimbursement by the party to the Agency for the costs incurred by the Agency for substitutes for the grievant, his representatives, the Association representative or witnesses called by the grievant. The parties shall share the cost of substitutes made necessary by the participation of witnesses called by the arbitrator.

3. Definition of School Days

Whenever the term "school days" is used in this Article, it shall mean Monday through Friday except for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

4. Time Limits

The time limitations set forth in the Article may be waived by the mutual agreement of the parties to the grievance.

5. Released Time

When it is necessary for a grievant or his Association representative to meet with the Agency's representative at Steps 1, 2, or 3 of the Grievance Procedure during the work day, said grievant and representative shall be released without loss of compensation during said meeting.

With regard to arbitration hearings, the grievant(s) and not more than two (2) necessary witnesses shall be released without loss of compensation. It is agreed that every effort will be extended to schedule the witnesses so as to cause the least possible interference with their employment obligations.

6. Right to Representation

A grievant may be accompanied for purposes of representation at all formal stages of the Grievance Procedure by legal counsel of grievant's choice and by a representative of the Association chosen by the grievant.

7. Meetings and Hearings

All meetings and hearings conducted in the normal steps of the Grievance Procedure shall be conducted in private at times mutually agreed by the grievant and the supervisor involved and shall include only the grievant, the grievant's representatives, the appropriate representatives of the public employer, and witnesses called by either party to the meeting or hearing.

8. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 17
EMPLOYEE ASSISTANCE PROGRAM

If an Employee Assistance Program is provided for certified employees, it shall be one that is endorsed by both Association and Agency.

ARTICLE 18
PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Agency after agreement with the Association on format. The Agreement will be presented to all employees now employed and hereafter employed by the Agency during the duration of this Agreement and the Agency shall provide the Association with sixty (60) additional copies. The Agency will have a copy of the Agreement in its files at all times for inspection by applicants for employment in the bargaining unit.

ARTICLE 19
DURATION

- A. This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed thereon, all on the 7th day of June, 2006.

Area Education Agency Education Association

By Carl Sutton
President

By Daniel C. Hutchinson
Chief Negotiator

Area Education Agency Board of Directors

By David A. Hansen
President

By Rachel Bartlett
Chief Negotiator

APPENDIX A

GRIEVANCE REPORT

Area Education Agency	<u>Distribution of Form</u>	# _____
_____	1. Association	_____
Building/Office	2. Employee	Date Filed
_____	3. Appropriate Supervisor	
Name of Aggrieved Person	4. Administrator	

STEP 1

A. DATE ALLEGED VIOLATION OCCURRED _____

B. SECTION(S) OF CONTRACT ALLEGEDLY VIOLATED _____

C. STATEMENT OF GRIEVANCE

D. RELIEF SOUGHT

Signature of grievant, grievants or Association President	Date
---	------

E. FILED WITH: (check one) ☐ AEA Principal ☐ Coordinator
☐ Division Director

DATE RECEIVED BY ABOVE SUPERVISOR _____

F. DISPOSITION BY ABOVE CHECKED IMMEDIATE SUPERVISOR

Signature of Immediate Supervisor

Date _____

STEP II

A. ADDITIONAL RESPONSE BY AGGRIEVED PERSON OR ASSOCIATION:

Signature of Respondent

Date signed

Date received by Director

B. DISPOSITION BY DIRECTOR:

Signature of Director

Date

STEP III

A. ADDITIONAL RESPONSE BY AGGRIEVED PERSON OR ASSOCIATION:

Signature of Respondent

Date signed

Date received by Administrator _____

B. DISPOSITION BY ADMINISTRATOR:

Signature of Administrator

Date

STEP IV

A. ADDITIONAL RESPONSE OF AGGRIEVED PERSON OR ASSOCIATION:

Signature of Aggrieved
Person

Signature of Association
President

Date signed

DATE OF JOINT MEETING TO AGREE UPON ARBITRATOR _____
(form completed to this point shall be delivered to Administrator)

DATE SUBMITTED TO ARBITRATION _____

DATE RECEIVED BY ARBITRATOR _____

B. DISPOSITION AND AWARD OF ARBITRATOR:

Signature of Arbitrator

Date of Decision

APPENDIX B SALARY SCHEDULE
2006-2007 School Year

Years Exper	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60/ SP	DR
0	1.00	1.05	1.10	1.15	1.20	1.25	1.27	1.30	1.35
1	1.04	1.09	1.14	1.19	1.24	1.30	1.32	1.35	1.40
2	1.08	1.13	1.18	1.23	1.29	1.35	1.37	1.40	1.45
3	1.12	1.17	1.22	1.28	1.34	1.40	1.42	1.45	1.50
4	1.16	1.21	1.27	1.33	1.39	1.45	1.47	1.50	1.55
5	1.20	1.26	1.32	1.38	1.44	1.50	1.52	1.55	1.60
6	1.25	1.31	1.37	1.43	1.49	1.55	1.57	1.60	1.65
7	1.30	1.36	1.42	1.48	1.54	1.60	1.62	1.65	1.70
8	1.35	1.41	1.47	1.53	1.59	1.65	1.67	1.70	1.75
9	1.40	1.46	1.52	1.58	1.64	1.70	1.72	1.75	1.80
10	1.45	1.51	1.57	1.63	1.69	1.75	1.77	1.80	1.85
11	1.48	1.56	1.62	1.68	1.74	1.80	1.82	1.85	1.90
12	1.51	1.59	1.67	1.73	1.79	1.85	1.87	1.90	1.95
13	1.54	1.62	1.70	1.77	1.84	1.90	1.92	1.95	2.00
14	1.57	1.65	1.73	1.81	1.89	1.95	1.97	2.00	2.05
15	1.58	1.66	1.74	1.82	1.90	1.96	1.98	2.01	2.06
16	1.59	1.67	1.75	1.83	1.91	1.97	1.99	2.02	2.07
17	1.60	1.68	1.76	1.84	1.92	1.98	2.00	2.03	2.08
18	1.61	1.69	1.77	1.85	1.93	1.99	2.01	2.04	2.09
19	1.62	1.70	1.78	1.86	1.94	2.00	2.02	2.05	2.10
20	1.63	1.71	1.79	1.87	1.95	2.01	2.03	2.06	2.11
21	1.64	1.72	1.80	1.88	1.96	2.02	2.04	2.07	2.12
22	1.65	1.73	1.81	1.89	1.97	2.03	2.05	2.08	2.13
23	1.66	1.74	1.82	1.90	1.98	2.04	2.06	2.09	2.14
24	1.67	1.75	1.83	1.91	1.99	2.05	2.07	2.10	2.15
25	1.68	1.76	1.84	1.92	2.00	2.06	2.08	2.11	2.16
26	1.69	1.77	1.85	1.93	2.01	2.07	2.09	2.12	2.17
27	1.70	1.78	1.86	1.94	2.02	2.08	2.10	2.13	2.18
28	1.71	1.79	1.87	1.95	2.03	2.09	2.11	2.14	2.19
29	1.72	1.80	1.88	1.96	2.04	2.10	2.12	2.15	2.20
30	1.73	1.81	1.89	1.97	2.05	2.11	2.13	2.16	2.21

1.00 is the base index figure = \$24,695

Licensed (non-instructional) staff annual longevity payment:

Step 28 = \$200; Step 29 = \$400; Step 30 = \$600

- In calculating the salary for graphic design specialists employed on a 187-day contract, multiply the index by the base figure.
- In calculating the salary for all instructional staff employed on a 190-day contract, add .03 to the index at the step which applies before multiplying by the base figure. This includes: Behavioral Strategist; Detention Center Teacher; Substance Abuse Mental Health Teacher; Teacher of Art; Teacher of BD, Teacher of BD (Gerard); Teacher of BD (Learning Center); Teacher of Early Childhood Special Education; Teacher of Hearing Impaired; Teacher of LD; Teacher of MD; Teacher of MD/SP; Teacher of Multi Disabilities/Resource; Teacher of Multi Disabilities/SCI; Teacher of PE, Teacher of PE (Gerard); Teacher of Visually Impaired; Transition Service Teacher; and Youth Shelter Teacher.

- In calculating the salary for Adaptive PE Teachers, Audiologists, Early Childhood Special Educators, Early Childhood Educators, Early Childhood Specialists, Itinerant Hearing, Itinerant Vision, and Special Education Nurse/Instruction staff employed on a 190 day contract, add .10 to the index at the step which applies before multiplying by the base figure. (These positions are generally itinerant).
- In calculating the salary for Consultant for Career & Technical Education; Consultant for Curriculum Development; Consultant for Early Childhood; Consultant for Educational Services, Consultant for English Language Learners; Consultant for Mathematics; Consultant for Professional Development; Consultant for Reading/Language Arts; Consultant for Science; Consultant for Substance Abuse Prevention; Consultant for Technology & Learning; Consultant for Technology, Teaching & Learning; Consultant for Youth Development; Consulting Special Education Nurses, Coordinator of Technology Services; Early Access Regional Coordinators, Media Specialists, Media Specialist/ Consultant, Occupational Therapists, Physical Therapists, Professional Development Trainer; School Psychologist; School Social Workers, Special Education Consultants, Special Education Nurse-Support, Special Education Technology Specialist, Speech-Language Pathologists, Technology Consultant; Technology Services Consultant; Technology Systems Specialist; Work Experience/Transition Specialist and Work Experience/Transition Coordinators employed on a 196-day contract, add .20 to the index at the step which applies before multiplying by the base figure.
- Persons who complete an M.A. degree program which requires the equivalent of 60 semester hours or 2 full years of preparation beyond a B.A. shall be placed on the MA+30 lane. (Evidence of this program requirement by the "granting institution" shall be provided by the employee).
- Physical Therapists who have completed an accredited physical therapy training program which requires the equivalent of 60 semester hours beyond a B.A. and who possess a valid Iowa license to practice physical therapy, shall be placed on the MA+30 lane. (Evidence of this program requirement by the "granting institution" shall be provided by the employee).

APPENDIX C

PHYSICAL EXAM - HEALTH FORM

Employment Examination Form

Area Education Agency 267
3712 Cedar Heights Drive
Cedar Falls, Iowa 50613-6290

Confirmation of Medical Examination

(Name of Employee)

Date of Exam _____
Day Month Year

I have examined the above-named patient and find that this patient is free of tuberculosis and is physically fit to perform his/her assigned duties as _____
(job description attached - if available) with the Area Education Agency.



Check here if patient has a medical problem that might affect his/her employment in the school system (please explain on the back of this form).

**State law requires the school employee have a tuberculosis check at the time regular medical examinations are required.*

TB - Circle appropriate diagnosis

Pos.

Neg.

(Physician's Signature)

AEA 267
AREA EDUCATION AGENCY
leadership in learning

Submit to LEA and/or AEA Line Administrator

Date Submitted_____

Location _____

From	<u> </u>	on	<u> </u>	<u> </u>	<u> </u>
	o'clock		month	date	year
through	<u> </u>	on	<u> </u>	<u> </u>	<u> </u>
	o'clock		month	date	year

TYPE OF LEAVE

*Relationship to the Deceased_____

**** REQUIRES EXPLANATION**

LEA Line Administrator(s) and AEA Line Administrator signatures below indicate an awareness of this request and content (not approval)

AEA Line Administrator _____ Date _____

PERSONNEL OFFICE

Approved with pay _____
Approved without pay _____

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APPENDIX E



DEPARTMENT OF PERSONNEL

3712 Cedar Heights Drive,
Cedar Falls, Iowa 50613-6290

Ph: 319-273-8247

Fax: 319-273-8229

Medical Leave

Sick leave usage in excess of six (6) successive days shall require medical documentation of the physical or mental disability necessitating such leave. The leave form shall designate the day the leave was to begin as well as an actual or projected date of return to work. If the employee is unable to return to work on the day designated, further medical documentation shall be required.

Please return this leave form to the Personnel Office with the doctor's signature.

EMPLOYEE NAME: _____

EMPLOYEE'S ASSIGNMENT: _____

It is my judgment that _____ has the following physical or mental disability which requires that he/she cannot/could not perform their assigned duties for the period of _____ through _____. I further feel that for said employee to continue in their job role during the above time period might be injurious to their health.

MEDICAL DISABILITY: _____

DATE: _____ DOCTOR: _____

/kw
07/18/03

APPENDIX F

EMPLOYEE WORK YEAR - UTILIZATION OF CONTRACTED DAYS

	Instructional Staff 191 Day Contract	Licensed Support Staff 190 Day Contract	Licensed Support Staff 196 Day Contract
Basic Direct Service Days	180 direct service	190 direct service/ professional development	196 direct service/ professional development
Professional Development Days	4	<i>At least 5 of the 190 days are professional dev. days</i>	<i>At least 5 of the 196 days are professional development days</i>
Guaranteed Non-Direct Service Day	1	---	---
Non Direct Service Days	6	---	---
Total Contract Days	191	190	196

Direct service days shall include those days appropriate to the employee's function as approved by the administrator or his/her designee.

Professional development days shall include days that the employee selects and which are approved by the administrator or his/her designee for inservice provided by the local school districts, workshop/courses provided by AEA 267, pre-approved workshops/courses provided by other AEA, state, or national associations or agencies, and other days of a similar professional nature.

Instructional staff only: Non-direct service days shall include those days the employee selects and which are approved by the administrator or his/her designee to use as days of preparation for services, meetings, programs, general preparation work, report writing, summarizations, and project completions.